

Brief on  
Motion for Summary Judgement  
case no 2:23-CV-041-Z  
Christopher K McNeill  
Plaintiff,

Tyson Fresh Meats, Inc.  
Defendant,

Plaintiff Christopher K McNeill

The Plaintiff is now informing the Court that Pro Se Plaintiff is seeking monetary damages in Original Complaint and in Motion for Summary Judgement. Plaintiff is unclear as Pro Se if it is a rule or proper procedure to request Monetary damages in any specific way. Therefore, Plaintiff Prays the Court accepts this Brief as knowledge that he is requesting monetary damages by way of both compensatory and punitive damages in all causations listed on both the original Complaint as well as the Motion for Summary Judgement. Plaintiff is Praying, prior to any ruling on the question of proper procedure in both documents, that the court accepts this as knowledge of both documents having stated the damages sought.

The Plaintiff pray the Court rule for Plaintiff in this matter that cannot be contested by Defendant because the Defendant is bound by the signed document between Tyson Fresh Meats, Inc. and the Plaintiffs Union in which the signed Bargained Agreement states in agreement # 4 (see attchmt in motion) that Defendant WOULD accommodate religious exemptions, therefore the defense for undue burden, has already been taken off of the defenses as there is already a signed agreement that if requested it will be accommodated as the document states both the Plaintiffs Union and the Defendant signed it into law. Again, on agreement # 4 it states that to accommodate the requests for religious accommodations there is a specific process to ensure the requests are finding, sharing, collaborating with the HR manager and the employee requesting the religious accommodation in an INTERACTIVE process. The document states interactive process and the Plaintiff tried to get accommodated on two completely separate days where Plaintiff got no interaction at all, there is not any defense that could be claimed that the Defendant could claim the. The same in Tennessee, Michigan and in Amarillo Texas with this Plaintiff where the Defendant doesn't even read the request, rather states 1. YOU CAN TAKE 0 DOLLAR PAY FOR 1 YEAR THEN YOUR TERMINATED, or TERMINATED ON THE SPOT. This is what the Defendant did all across the United States of America I sight two other states in motion for summary judgement attachment, there are many more I can provide if needed. This is a fact of law signed into law by the Plaintiffs Union and the Defendant that it must be interactive. The fact that other states were getting the exact same offers is proof that it was never an accommodation as the Defendant was giving the decided policy not reasonable accommodation that was signed as law for Defendant but Defendant was not in any human being of sound mind would agree that the Plaintiff received an interactive back and forth as required by agreement and law Plaintiff for a fact of law did not receive in any terminology receive an interactive conversation, accommodation, it is a matter of fact and law that Defendant ignored the very agreement that was negotiated by Defendant and Intentionally ignored another protected action of law and retaliatory as a fact with the only and absolutely NEGLIGENT entity that is a

fact the Defendant. No human would even would say that the Defendant tried even... (please see attachment in motion for summary judgement) ....

Please read attached email on Motion for Summary judgement

as the Plaintiff emailed corporate on the same day as his second request to have his United States of America rights at least acknowledged as his closing on that email PLEASE read attachment on motion for summary judgment absolutely can give the exact emotion and extremely terrified and begging and in complete nervously pleading for any one with authority please help him.....

it is what he was terrifyingly and the most unbelievable this is really happening in the United States of America, and no comment even he also called corporate many times no one even cared enough to say a word never one returned call. This is a fact that through two separate requests numerous calls and an email that is time stamped 6:06 pm that any human will see that he is absolutely kind to Defendant that just blows him and the law in the united states away like throw away human and law... these two facts are not a matter of question no they are facts of law that is indefensible with attachments on motion of summary judgement and the facts described above and please see Motion it is very clearly and not a defense can be cited to used that the Religious Discrimination claim is a fact of law that the defendant signed into law.

The very fact that the Defendant signed knew exactly what they had signed into legal law to accommodate reasonably and the process that was negotiated agreed to interactive and flat out just were above the LAW without any ethics or duty of care did not at all give any care any ethical humanity for the Plaintiff in anyway (please see motion for summary judgement for all facts as they happened with attachments in emails, letters, Tyson receiving the EEOC right to sue on December 14<sup>th</sup> 2022 then terminating Plaintiff 12-15-2022 AND ALSO TELLING THIS COURT THAT THEY DO NOT KNOW IF I DID OR DID NOT FILE WITH EEOC OR IF I HAD RIGHT TO SUE LIES LIES LIES and no matter they want this court to believe that this is no big deal it was different attorneys..... NO that will be more deception a company with that much legal expertise at their ready lied on answer and didn't number it put it behind # 4 Where the LIE to this very court right after they agree that this court has jurisdiction without ANY # like all other agree or deny.....they are the most unethical and absolutely belittling company and they treating this court with very little to 0 respect and >>>> that is how I have been treated since this started I finally momentarily gave in to the coercion and force and had to get the medical treatment that the Defendant illegally forced me to do on the 18<sup>th</sup> of October the last hour at ;:00 pm after missing 11:00 am appt. please see Motion for Summary Judgement as I explain every true undeniable with proof attached to all claims Discrimination, intentional Infliction of Emotional Distress, Retaliation, and obvious Negligence accommodations would be an interactive process with HR manager and employee that requested accommodation and (see attachment in motion for Summary Judgement) same policy that the Defendant blanket for all of Defendants employees with accommodation request would be offered that would say that and the first request his HR manager and the Teamsters Representative

were both in HR mgr. office and first the HR manager stated before even looking at my request you can have leave of absence for one year then your terminated, or termed on the spot. I was trying to say that's not going to work no pay isn't at all going to work and that's when my Teamsters rep started telling me that is all there is that is the only two options available I was trying to get paperwork when HR manager said you only get paperwork if you sign for one do you I said NO and then I was told that's it and asked again I said no I'm going to go back to work I don't accept. I went back after governor of Texas signed executive order into law that no private or public company could mandate the vaccine in the state of Texas. The Defendant did not even attempt the signed agreement of an interactive process between the HR manager and requester of accommodations, in the motion Plaintiff has shown that in Michigan USA, and in Tennessee USA, that the Defendant was only offering the same two blanket offers that are not interactive as us the law to Defendant. There is more in the motion although I am praying the court agrees with Plaintiff and reads the attached to motion email that is very telling and shows how desperate he was. If more is needed the EEOC has said that any loa without pay will NOT be considered reasonable accommodation.

The intentional infliction of Emotional distress, Discrimination, Negligence, and for details on all with proof in attachments for discrimination and all facts of law please refer to motion for summary judgement with attachments as proof.

As Pro Se I am not clear on the asking for an amount in which I will state I am asking for Monetary as I haven't had any income since 1-11-2023 I still can't work and my Neurologist has said it is lifelong, I had my long term disability through Defendant stopped for no reason and upheld when proved with current Neurologist report with details on many peripheral neuropathy details as balance high probability of falls pain shooting hot numbing sleeping neuropathy that is so unpredictable in nature of severity it cannot be planned as in a schedule when with my Neurologist a week prior to upholding the retaliatory ending of long term disability was to make sure that Plaintiff could not fight back it is continuous and the Defendant has ended the medical insurance by sending letter dated 12 days earlier then it was certified mail was sent and I had only 10 days to pay so impossible I was 2 days late when I received letter...

So, I am praying the Court finds in all of the facts I present. This company not only forced me to take medical procedure by coercion afterwards it has been over and over and over and over and over that it is a Pon ponderance of intentional and retaliatory actions they were going to help Plaintiff get ss disability and the company the unum Tysons long term disability that approved Plaintiff for Long Term Disability and the attorney the was connected to help continually told him its submitted just waiting when Plaintiff was calling and trying so hard to get them to actually send it in they would tell me that it is submitted.... Finally, I fired the office that I was basically made to use they hadn't submitted the actual application yet. Plaintiff is not sure as there is only confusion and shady explanations when the defendant or its insurance company unum or lawyers you just can't get a policy even they say call your hr., call unum, etc. then did nothing put me \* months behind. The evidence provided and available is enough times I provide evidence on motion of blatant retaliation that was intentional and it is only the defendant that was negligent as the Plaintiff would have never had High blood pressure or lifelong pain and peripheral neuropathy in both legs. I pray that the court finds in my favor in all and I don't know what number to ask for as my life has fundamentally changed my day to day going to the kitchen has changed I haven't been released to work since I went back to work in the 20th of October 2021 my first day back after forcing of medical treatment the Defendant sent me home for high blood pressure I

haven't been released since I went back and I want to be legal in complaint and motion for summary judgment so that is why I am asking for the compensatory, and punitive damages on all. I pray the courts see how this is a company that is trying to do what they want regardless of USA law show that this court is the USA law and I pray that you make them understand in a non-appealable way they have broken my self-worth, health mind, feet sleep every aspect of my old life is just not there simple playing basketball with my 16 year old GONE it seems simple but it's just gone simple but was mine this Defendant never owned me and they have to obey the same law that every other human does they acted like they were my God and I had to obey temporarily due to no income wasn't at all possible. I pray this court finds and award the Plaintiff on all claims and prays that there can be no appeal as the need due directly to Defendant is real now and has been a true miracle that I am here fighting on my very god given energy

God Bless this Court

God Bless the USA

God bless the Defendant

Christopher K. McNeill



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